



CITY OF HOUSTON

Houston Police Department

Sylvester Turner, Mayor

1200 Travis Houston, Texas 77002-6000 713/308-1600

CITY COUNCIL MEMBERS: Brenda Stardig Jerry Davis Ellen R. Cohen Dv... Boykins Dave Martin Steve Le Greg Travis Karla Cisneros Robert Gallegos Mike Laster Martha Castex-Tatum Mike Knox David W. Robinson Michael Kubosh Amanda K. Edwards Jack Christie
CONTROLLER: Chris B. Brown CITY

August 13, 2019

Art Acevedo
Chief of Police



MuckRock News
Attn: Emma Best
Dept MR 75905
411A Highland Ave.
Somerville, MA 02144-1516

Dear Emma Best:

On June 24, 2019, you submitted a public information request for any Memorandums of Agreement or Memorandums of Understanding. We are releasing the responsive information to you. Enclosed is a copy of the invoice to return with your payment.

Payment must be for the exact amount as the invoice.

Make payment by check/money order (only) payable to the: **City of Houston**

Mail payment to: **HPD, Office of Planning & Data Governance - ORU, 10th Floor,
1200 Travis, Houston, TX 77002** Reference payment with OR# 19-06846

| Quantity | Description | Unit Price | Total |
|--------------|------------------|------------|---------------|
| 21 | 8 1/2 x 11 pages | \$0.10 | \$2.10 |
| | Postage | \$1.60 | \$1.60 |
| TOTAL | | | \$3.70 |

If you have any questions, please contact the Open Records Unit at 713-308-3200.

Sincerely,

Jeffrey C. Monk, DBA, Administration Manager
Office of Planning & Data Governance
Open Records Unit

jcm:ksc





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Office of Planning & Data Governance
Open Records Unit

jcm:ksc



U.S. Customs Service

4141 N. Sam Houston Parkway E., Suite 300
Houston, Texas 77032

Equitable Sharing Program **Memorandum of Understanding** **Between the United States Customs Service and the** **Houston Police Department**

The United States Customs Service (USCS) and the Houston Police Department (HPD) are participating in the Customs Air Cargo Crime Areas (ACCA) Task Force. The ACCA Task Force is a USCS led enforcement group created to attack the importation and exportation of illegal merchandise, sensitive technology, hazardous material, and any other articles utilized by terrorist organizations and others, through and around Houston George W. Bush International Airport, to compromise the security and commerce of the United States. The ACCA Task Force Group will be comprised of the following personnel: 4 USCS (3 special agents, 1 Office of Field Operations inspector) and 1 HPD Investigator.

Both agencies agree to equitably share forfeited assets based on the percentage of personnel assigned full time to the ACCA Task Force Group, not based on the amount of participation in any one specific seizure or forfeiture.

The distribution of equitably shared assets is as follows:

| | |
|------|-----|
| USCS | 80% |
| HPD | 20% |

This agreement covers only seizures that are a result of the ACCA Task Force Group's daily operations that are under \$1 million and do not involve equitable sharing requests from foreign governments or "outside law enforcement agencies" (other than HPD). Equitable sharing requests involving seizures over \$1 million and equitable sharing requests from foreign governments are approved by the Department of the Treasury, Executive Office for Asset Forfeiture, and may require changes to the percentages, as recommended by the field. Equitable sharing requests from "outside law enforcement agencies" will be considered based on their participation. After the "outside law enforcement agency or agencies" percentage is determined, the remainder of equitably shared assets will be distributed based on the above percentages.

T R A D I T I O N

S E R V I C E

H O N O R

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The USCS, Special Agent in Charge, Houston, reserves the right to modify the agency percentages based on agency participation within the ACCA Task Force Group. When a percentage change is made, the USCS, Special Agent in Charge will notify the affected agencies in writing. In addition, the USCS, Special Agent in Charge, Houston, has the discretion to make any changes without notice.

Alonzo R. Penn 03/09/02
Acting Special Agent in Charge Date

U.S. Customs Service, Houston, Texas



Chief

Houston Police Department

[Redacted]

LOCAL AGREEMENT WITH RESPECT TO THE FORFEITURE OF CONTRABAND

This writing is a local agreement and memorandum of understanding between the U.S. Immigration and Customs Enforcement hereinafter referred to as ICE, and the Houston Police Department, hereinafter referred to as HPD, for the distribution of forfeiture proceeds obtained from seizures adjudicated in state court.

I. DEFINITIONS

In this agreement the following definitions shall apply:

- A. "U.S. Immigration and Customs Enforcement" means the agency head of the U.S. Immigration and Customs Enforcement.
- B. "HPD" – Means the agency head of the Houston Police Department.
- C. "Contraband", "interest holder", and "seizure" shall have the same meaning as defined in Article 59.01, Texas Code of Criminal Procedure.
- D. "Forfeitures pending" means any forfeiture matter that the District Attorney has received notice of seizure in accordance with this agreement.

II. SEIZURE OF CONTRABAND

- A. Notification of Seizure – When contraband is seized and is to be adjudicated pursuant to Chapter 59 of the Texas Code of Criminal Procedure by HPD and/or ICE, shall immediately notify the District Attorney of the seizure as follows:
 1. The seizing officer shall notify the District Attorney in writing within fourteen days following the seizure, either in person or by facsimile addressed to Harris County District Attorney, Special Crimes Bureau, 1201 Franklin, Houston, Texas 77002, Attention: Asset Forfeiture, facsimile # 713-755-6863. This document shall be referred to as the "Notice of Seizure." The "Notice of Seizure" shall contain:
 - A. A statement under oath and notarized that contains a schedule and inventory of the property seized pursuant to Article 59.03 (c) of the Code of Criminal Procedure and this agreement.
 - B. An acknowledgment by HPD that the listed items were seized and the reasons those items were seized pursuant to Chapter 59 of the Code of Criminal Procedure.
 2. The "Notice of Seizure" shall be accompanied by a packet of information which will contain the following:

- A. A representation by HPD as to whether or not the listed items are being held as evidence pursuant to a pending criminal investigation or criminal prosecution.
- B. A representation by HPD that the listed items are to be kept and maintained so as to protect the seized property pending final disposition of the suit for forfeiture at HPD expense.
- C. Notice as to the place and location where the property is presently stored and kept, and under whose custody and control those items are maintained.
- D. The name and address, if known, of the person found in possession of the property, or if no person was found in possession of said property, the seizing officer shall so state.
- E. The name and address, if known, of the owner of the property seized, or if the name and address of the owner is unknown to the seizing officers and by the use of due diligence may not be reasonably ascertained, the seizing officer shall so state.
- F. The name and address, if known, of any person who claims a security interest in the property and the amount of such interest.
- G. The marital status of any person found in possession of said seized property, or who may be claiming any interest in said seized property as the owner or lien holder, and whether or not HPD has any investigative report or records indicating that such person has been investigated for any act of family violence as defined by Section 71.01 Family Code.
- H. If any of the seized property is money, the seizing officer shall provide evidence of the deposit of the funds in the Whitney Bank, 1600 Smith Street, Houston, Texas, 77002, in a certificate of deposit styled "Charles A. Rosenthal, Jr., and Bert Graham, Custodian for HPD, Incident Report Number (number applicable to seizure)".
- I. If the seized property contains securities, negotiable instruments, or stocks, the said property shall be delivered to the Office of the District Attorney, Attn: Asset Forfeiture, Special Crimes Bureau, 1201 Franklin, Houston, Texas 77002.

B. Disposition of Seized Property Prior to Forfeiture. All property, except money, securities, negotiable instruments, or stocks, seized by HPD and/or ICE pursuant to this agreement and Chapter 59, Texas Code of Criminal Procedure, both tangible, real and mixed, shall be safely kept by HPD and/or ICE, under seal, and in a manner that properly protects the seized property from damage or abuse pending final disposition of the forfeiture action, unless otherwise ordered by the court, or subject to replevy in

accordance with Article 59.02 Texas Code of Criminal Procedure. The safekeeping shall be at the sole cost and expense of the agency maintain the property, whether HPD or ICE.

Money seized by HPD pursuant to this agreement and Chapter 59, Texas Code of Criminal Procedure, shall be deposited by HPD after the seizure, in the Whitney Bank, 1600 Smith Street, Houston, Texas, 77002, in a certificate of deposit styled "Charles A. Rosenthal, Jr., and Bert Graham, Custodian for HPD, Incident Report Number (number applicable to seizure)". Evidence of the certificate of deposit shall be furnished to the District Attorney. The certificate of deposit shall be revised to reflect the current District Attorney and First Assistant District Attorney, as appropriate.

Securities, negotiable instruments, or stocks seized by HPD shall be kept in HPD's property room until notified by the District Attorney's office that they may be taken to Whitney Bank, 1600 Smith Street, Houston, Texas, 77002.

III. DISPOSITION OF FORFEITED PROPERTY

A. The proceeds of any sale conducted hereunder shall be distributed as follows:

1. First, to any interest holder to the extent of the interest holder's non-forfeitable interest;
2. The balance after deducting all costs, including but not limited to, maintenance, storage and disposal costs, both before and after the final judgment of forfeiture, shall be distributed as follows:
 - a. Seventy percent (70%) of the balance remaining after deducting all costs shall be paid by the District Attorney to the HPD.
 - b. HPD shall pay fifty percent (50%) of the amount received from the District Attorney to the ICE as their share of the proceeds. Thirty percent (30%) of the balance remaining after deducting all costs shall be deposited by the District Attorney in a special fund in the county treasury for the benefit of the District Attorney to be used solely by said representative for the State for the official purposes of the office as provided by Chapter 59 of the Texas Code of Criminal Procedure.

B. Money, Securities, Negotiable Instruments, and Stocks - Upon a final adjudication determining that property consisting of money, securities, negotiable instruments, and stocks, shall be forfeited, the said property shall be converted to U.S. funds in accordance with law. The District Attorney shall then dispose of said property as follows:

1. First, to any interest holder to the extent of the interest holder's non-forfeitable interest;

2. The balance after deducting all costs, including but not limited to, maintenance, storage, brokerage fees and disposal costs, incurred both before and after the final judgment of forfeiture, shall be distributed as follows:
 - a. Seventy percent (70%) of the balance remaining after deducting all costs shall be paid by the District Attorney to the HPD.
 - b. HPD shall pay fifty percent (50%) of the amount received from the District Attorney to the ICE as their share of the proceeds. Thirty percent (30%) of the balance remaining after deducting all costs shall be deposited by the District Attorney in a special fund in the county treasury for the benefit of the District Attorney to be used solely by said representative of the State for the official purposes of the office as provided by Chapter 59 of the Texas Code of Criminal Procedure.

IV. DURATION OF THE AGREEMENT

This agreement shall be in force and effect from the date of execution by both agencies, unless terminated by either the ICE or HPD. Termination may occur by notification of either party, in writing, stating their intentions to terminate the agreement. Such notice shall be communicated by personal delivery to the ICE or to the agency head of HPD and shall be effective thirty days following notification. Any forfeitures pending at the effective date of termination shall be distributed in accordance with this agreement.

V. NOTICES

All notices required to be given shall be delivered as follows:

1. Houston Police Department
1200 Travis
Houston, Texas 77002
Fax # (713) 308-1601
2. U.S. Immigration and Customs Enforcement
4141 North Sam Houston Parkway East
Suite 300
Houston, Texas 77032
Fax# (281) 985-0505
3. Harris County District Attorney
Attn: Asset Forfeiture
1201 Franklin, Suite 600
Houston, Texas 77002-1901
Fax # (713) 755-6863

VI. MODIFICATION OF AGREEMENT

This writing represents the entire agreement of the parties with respect to the forfeiture of property and controlled substances under Chapter 59 of the Texas Code of Criminal Procedure; however, either party may modify, repeal or amend said agreement provided all parties consent to such modification, repeal, or amendment in writing. Such modifications or amendments may include, but are not limited to, agreements related to specific multi-agency task force investigations or other circumstances where more than one agency employing peace officers may be involved in a seizure. In such cases, a separate forfeiture agreement may be devised, with the consent of all parties, and such agreement shall supercede this agreement in the specific applicable forfeiture proceeding.

EXECUTED this 5 day of

MARCY 2005 by

Special Agent in Charge
U.S. Immigration and Customs Enforcement

EXECUTED this 15th day of

JUNE, 2005 by

Harold L. Hurtt
Chief of Police
Houston Police Department

**AGREEMENT BETWEEN IMMIGRATION AND CUSTOMS
ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW
ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF
JOINT OPERATIONS EXPENSES FROM THE TREASURY
FORFEITURE FUND**

This Agreement is entered into by the Houston Police Department (NCIC CODE #TXHPD0000) and Immigration and Customs Enforcement (ICE), SAC, Houston for the purpose of the reimbursement of costs incurred by the Houston Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, Houston, with the participation of the Houston Police Department, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Houston Police Department shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Houston Police Department shall provide the ICE SAC Houston with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Houston Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC Houston, performed by its officer(s) assigned to this joint operation. In addition, the Houston Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC Houston.

The Houston Police Department may not request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Houston Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Houston Police Department must submit to ICE SAC Houston the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Houston Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Houston Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Houston, at the following address: 4141 North Sam Houston Parkway, East Suite 300, Houston, TX 77032, Attn. Supervisory Special Agent W. Michael Booker, Ph. 281-985-0500. These requests can also be hand delivered to Mr. Booker.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Houston Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

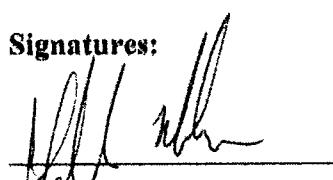
VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

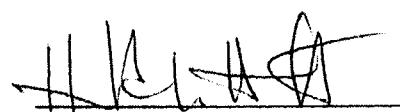
This is an internal government agreement between the ICE SAC Houston and the Houston Police Department, and is not intended to confer any right or benefit to any private person or party.

Signatures:



Special Agent in Charge
Immigration and Customs Enforcement
Houston, TX

Date: _____



Harold L. Hurtt
Chief of Police
Houston Police Department

Date: 6-15-05

**MEMORANDUM OF AGREEMENT
BETWEEN
HOUSTON POLICE DEPARTMENT
AND THE
IMMIGRATION AND CUSTOMS ENFORCEMENT**

This Memorandum of Agreement (MOA) is being executed between the Houston Police Department (HPD) and Immigration and Customs Enforcement (ICE). The parties agree to abide by the terms and provisions of the MOA throughout the duration of this agreement. This MOA is not intended to be a legally binding contract on any of the parties who sign the same.

AUTHORITY

The authority for ICE to enter into this MOA is the Homeland Security Act of 2002, codified in Title 6, United States Code (U.S.C.).

PURPOSE

The purpose of this MOA is to outline the relationship and responsibilities of HPD and ICE. Further, it will substantially increase cooperation between these two departments, eliminate waste of public resources associated with the duplication of efforts, result in better collection of analysis data, and ultimately reduce crime in the Houston city limits.

SERVICES PROVIDED AND RESPONSIBILITIES OF HPD

1. HPD agrees to allow ICE Special Agents assigned to the HPD, Gang Division to have inquiry-only access to HPD's On-Line Offense Report System (OLO) including Person and Vehicle inquiries.
2. HPD will provide training to Special Agents of ICE in the following areas:
 - a. Unisys On-Line Offense Report System (OLO)
 - b. General Person inquiry
 - c. Vehicle inquiry
 - d. Address inquiry
3. The HPD Technology Services will coordinate with the City of Houston's Information Technology Department in the initial installation and configuration of the equipment required for access.
4. The HPD Technology Services will provide the necessary Q-term configuration and device identification names for workstations.
5. The HPD Technology Services will coordinate with HPD Gang Division personnel for any service or required maintenance of the system that will be used by ICE.

6. HPD Gang Division agrees to provide data processing equipment at its offices to facilitate the use of HPD's Unisys OLO system.

7. HPD Gang Division will provide HPD Computer Services with a list of computers that will need access to HPD's Unisys OLO system. This list should include:

- a. Make and model of all computers that will need access
- b. TCP/IP address
- c. Physical address where all such computers will be housed.

8. HPD Information Systems personnel will provide ongoing technical support for all hardware related to the use of HPD's Unisys OLO system on computers located at the Gang Division for ICE use.

SERVICES PROVIDED BY AND RESPONSIBILITIES OF IMMIGRATION AND CUSTOMS ENFORCEMENT

1. ICE will ensure that all Special Agent personnel assigned to the HPD Gang Division will strictly adhere to HPD's procedures concerning the Unisys OLO system. (Policies to be readily accessible at each terminal for immediate reference.)

2. ICE agrees to allow any Houston Police Officer access to and use of those computers, if requested.

3. ICE will ensure that its employees who are given access to HPD's Unisys OLO services under this agreement will attend all requisite training, both initially and as needed in the future.

4. ICE agrees to periodically audit the list of employees granted access to the Unisys OLO system and to promptly notify HPD of employees who no longer perform a job function requiring this access. ICE will provide updated lists in accordance with HPD's security needs and policies.

5. ICE agrees to share their reports, statistics, and arrest and suspect data with HPD upon request concerning information developed as a result of access to HPD systems, subject to the limitations required by law, including the Privacy Act and Freedom of Information Act, and DHS/ICE policies.

6. ICE agrees to notify HPD of system problems.

DURATION

The term of this MOA shall begin on the date the document is signed by the representatives of each agency authorized to enter into this agreement and will remain in effect until and unless canceled by the Chief of Police of the HPD or the Special Agent in

Charge of ICE. Either party may cancel this MOA by simply notifying the other party in writing of its intent to cancel the agreement. Either party upon 30 days written notice to the other party may terminate this MOA.

MODIFICATIONS

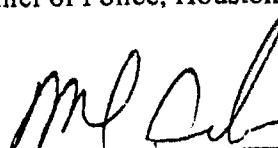
This MOA may be modified upon the mutual written consent of the parties. Modifications to this MOA shall have no force and effect unless such modifications are reduced to writing and signed by the authorized representative of each agency.

DISAGREEMENTS

Any disagreements between the signatory agencies will be brought to the attention of the Chief of Police of the HPD and Special Agent in Charge of ICE. Nothing in this agreement is to interfere with the current high level of cooperation that exists between HPD and ICE. Rather, this agreement is a product of an ongoing commitment to enhance cooperation and to better serve those citizens these agencies jointly work to protect and safeguard.

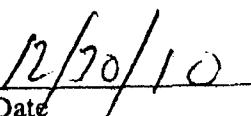
SIGNATORIES

Chief of Police, Houston Police Department:


M. A. Dirden
Acting Chief of Police

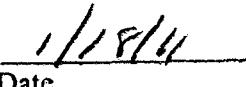
Signature

Charles A. McClelland Jr., Chief of Police


Date

Special Agent in Charge of Immigration and Customs Enforcement:


Signature
Robert P. Rutt, Special Agent in Charge


Date

MEMORANDUM OF UNDERSTANDING
between
the
U.S. Immigration and Customs Enforcement (ICE)
and
Houston Police Department

ICE OI Directives 05-006 and 05-007

I. Purpose

The above listed law enforcement agency and ICE agree that effective enforcement of the laws relating to ICE jurisdiction requires close cooperation and coordination between the two agencies, and have therefore entered into this agreement to govern the use of ICE designations by certain employees of your agency.

II. Agreement

There may be instances when it may be desirable on occasion for certain sworn law enforcement employees of your agency to be able to perform certain ICE duties. Pursuant to section 401(i), Tariff Act of 1930, as amended, (19 U.S.C. 1401(i)), the Secretary of Homeland Security or his/her designee is authorized to designate persons as Customs Officers (Excepted) who are designated to perform the duties of an ICE Officer. The designated Customs Officers will have the authority to enforce "Customs" laws. This agreement does not grant the designated Customs Officers the authority to enforce "Immigration" laws.

The forms and authorities referenced herein may be renamed or replaced by ICE without prejudice to this agreement.

The two agencies have, therefore, entered into an agreement as follows:

A. The U.S. Immigration and Customs Enforcement agrees:

1. *to designate certain employees of your agency as Customs Officers (Excepted), without additional compensation, to perform the duties shown on the attached "Designation, Customs Officer" form (which is hereby made part of the agreement);*
2. *to provide appropriate training in Customs laws, policies, and procedures to the designated employees;*
3. *to issue a "Designation, Customs Officer," as described in A1 above to each qualified employee;*
4. *to advise your officers regarding any court proceedings that question any seizures or arrests that are made in accordance with this agreement;*
5. *to process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to local law officers acting pursuant to this agreement, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. 8101, et. seq.);*

B. **The above listed law enforcement agency agrees:**

1. *to advise ICE of each situation in which the agency proposes to use an ICE designation;*
2. *that ICE designations to employees of your agency will be used only in situations where there has been specific advance approval by the appropriate Special Agent in Charge or Resident Agent in Charge. Designations will be used only for the duration of the specified law enforcement activity for which the approval was extended, and to the extent of such approval.*
3. *that only personnel who are sworn law enforcement officers of your agency and who successfully complete the appropriate ICE cross-designation training and received a "Designation, Customs Officer" form will be granted Customs Officer status;*
4. *to report to ICE, in writing, the results of all activity undertaken by the designated Customs Officer as a consequence of the Customs cross designation authority;*
5. *to advise ICE of each court proceeding in which the validity of ICE search, seizures, or arrest authority has become an issue; and to permit ICE to provide legal memoranda or other assistance in such cases when desired by ICE.*
6. *to follow ICE directives and instructions that are applicable to ICE concerning ICE search, seizure, and arrest authority;*
7. *to return all ICE equipment and identification if issued, when a cross designated officer terminates employment for any reason.*

Both agencies agree to:

1. *recognize that any abuse of ICE cross designation authority may lead to the revocation of such cross designations by ICE;*
2. *agree to exchange implementing instructions prior to issuance; and*
3. *agree to schedule periodic meetings to review this agreement.*

This Memorandum of Understanding is an internal agreement between government agencies. It does not create or confer any rights, privileges, or benefits for any private person or party.

| Approved By Law Enforcement Agency | Approved By ICE |
|---|--|
| Name of Agency: Houston Police Department | ICE Agency: Homeland Security Investigations |
| Name: Charles A. McClelland, Jr. | Name: Brian M. Moskowitz |
| Title: Chief of Police | Title: Special Agent in Charge |
| Signature/Date: <i>Charles A. McClelland</i> 2-27-13 | Signature/Date: <i>Brian M. Moskowitz</i> 4/18/13 |

681
4/20/04
2010

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BETWEEN
HOUSTON POLICE DEPARTMENT
AND THE
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4. The HPD Technology Services will provide the necessary Q-term configuration and device identification names for workstations.
5. The HPD Technology Services will coordinate with HPD Gang Division personnel for any service or required maintenance of the system that will be used by ICE.

6. HPD Gang Division agrees to provide data processing equipment at its offices to facilitate the use of HPD's Unisys OLO system.

7. HPD Gang Division will provide HPD Computer Services with a list of computers that will need access to HPD's Unisys OLO system. This list should include:

- a. Make and model of all computers that will need access
- b. TCP/IP address
- c. Physical address where all such computers will be housed.

8. HPD Information Systems personnel will provide ongoing technical support for all hardware related to the use of HPD's Unisys OLO system on computers located at the Gang Division for ICE use.

SERVICES PROVIDED BY AND RESPONSIBILITIES OF IMMIGRATION AND CUSTOMS ENFORCEMENT

1. ICE will ensure that all Special Agent personnel assigned to the HPD Gang Division will strictly adhere to HPD's procedures concerning the Unisys OLO system. (Policies to be readily accessible at each terminal for immediate reference.)

2. ICE agrees to allow any Houston Police Officer access to and use of those computers, if requested.

3. ICE will ensure that its employees who are given access to HPD's Unisys OLO services under this agreement will attend all requisite training, both initially and as needed in the future.

4. ICE agrees to periodically audit the list of employees granted access to the Unisys OLO system and to promptly notify HPD of employees who no longer perform a job function requiring this access. ICE will provide updated lists in accordance with HPD's security needs and policies.

5. ICE agrees to share their reports, statistics, and arrest and suspect data with HPD upon request concerning information developed as a result of access to HPD systems, subject to the limitations required by law, including the Privacy Act and Freedom of Information Act, and DHS/ICE policies.

6. ICE agrees to notify HPD of system problems.

DURATION

The term of this MOA shall begin on the date the document is signed by the representatives of each agency authorized to enter into this agreement and will remain in effect until and unless canceled by the Chief of Police of the HPD or the Special Agent in

Charge of ICE. Either party may cancel this MOA by simply notifying the other party in writing of its intent to cancel the agreement. Either party upon 30 days written notice to the other party may terminate this MOA.

MODIFICATIONS

This MOA may be modified upon the mutual written consent of the parties. Modifications to this MOA shall have no force and effect unless such modifications are reduced to writing and signed by the authorized representative of each agency.

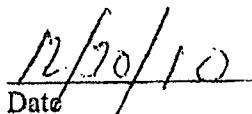
DISAGREEMENTS

Any disagreements between the signatory agencies will be brought to the attention of the Chief of Police of the HPD and Special Agent in Charge of ICE. Nothing in this agreement is to interfere with the current high level of cooperation that exists between HPD and ICE. Rather, this agreement is a product of an ongoing commitment to enhance cooperation and to better serve those citizens these agencies jointly work to protect and safeguard.

SIGNATORIES

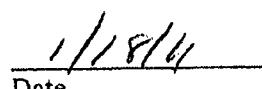
Chief of Police, Houston Police Department:


M. A. Dirden
Acting Chief of Police
Signature
Charles A. McClelland Jr., Chief of Police


Date
12/20/10

Special Agent in Charge of Immigration and Customs Enforcement:


Signature
Robert P. Rutt, Special Agent in Charge


Date
11/18/11

MEMORANDUM OF UNDERSTANDING

between
the

U.S. Immigration and Customs Enforcement (ICE)
and

Houston Police Department

1086
Refugee
2013

ICE OI Directives 05-006 and 05-007

I. Purpose

The above listed law enforcement agency and ICE agree that effective enforcement of the laws relating to ICE jurisdiction requires close cooperation and coordination between the two agencies, and have therefore entered into this agreement to govern the use of ICE designations by certain employees of your agency.

II. Agreement

There may be instances when it may be desirable on occasion for certain sworn law enforcement employees of your agency to be able to perform certain ICE duties. Pursuant to section 401(i), Tariff Act of 1930, as amended, (19 U.S.C. 1401(l)), the Secretary of Homeland Security or his/her designee is authorized to designate persons as Customs Officers (Excepted) who are designated to perform the duties of an ICE Officer. The designated Customs Officers will have the authority to enforce "Customs" laws. This agreement does not grant the designated Customs Officers the authority to enforce "Immigration" laws.

The forms and authorities referenced herein may be renamed or replaced by ICE without prejudice to this agreement.

The two agencies have, therefore, entered into an agreement as follows:

A. The U.S. Immigration and Customs Enforcement agrees:

1. to designate certain employees of your agency as Customs Officers (Excepted), without additional compensation, to perform the duties shown on the attached "Designation, Customs Officer" form (which is hereby made part of the agreement);
2. to provide appropriate training in Customs laws, policies, and procedures to the designated employees;
3. to issue a "Designation, Customs Officer," as described in A1 above to each qualified employee;
4. to advise your officers regarding any court proceedings that question any seizures or arrests that are made in accordance with this agreement;
5. to process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to local law officers acting pursuant to this agreement, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. 8101, et. seq.);

B. **The above listed law enforcement agency agrees:**

1. *to advise ICE of each situation in which the agency proposes to use an ICE designation;*
2. *that ICE designations to employees of your agency will be used only in situations where there has been specific advance approval by the appropriate Special Agent in Charge or Resident Agent in Charge. Designations will be used only for the duration of the specified law enforcement activity for which the approval was extended, and to the extent of such approval.*
3. *that only personnel who are sworn law enforcement officers of your agency and who successfully complete the appropriate ICE cross-designation training and received a "Designation, Customs Officer" form will be granted Customs Officer status;*
4. *to report to ICE, in writing, the results of all activity undertaken by the designated Customs Officer as a consequence of the Customs cross designation authority;*
5. *to advise ICE of each court proceeding in which the validity of ICE search, seizures, or arrest authority has become an issue; and to permit ICE to provide legal memoranda or other assistance in such cases when desired by ICE;*
6. *to follow ICE directives and instructions that are applicable to ICE concerning ICE search, seizure, and arrest authority;*
7. *to return all ICE equipment and identification if issued, when a cross designated officer terminates employment for any reason.*

Both agencies agree to:

1. *recognize that any abuse of ICE cross designation authority may lead to the revocation of such cross designations by ICE;*
2. *agree to exchange implementing instructions prior to issuance; and*
3. *agree to schedule periodic meetings to review this agreement.*

This Memorandum of Understanding is a mutual agreement between government agencies. It does not create or confer any rights, privileges, or benefits for any private person or party.

| Approved By Law Enforcement Agency | Approved By ICE |
|---|---|
| Name of Agency: Houston Police Department | ICE Agency: Homeland Security Investigations |
| Name: Charles A. McClelland, Jr. | Name: Brian M. Moskowitz |
| Title: Chief of Police | Title: Special Agent in Charge |
| Signature/Date: <i>Charles A. McClelland</i> 2-27-13 | Signature/Date: <i>4/18/13</i> |